



**JUDICIAL DEPARTMENT**  
City of Dothan  
(334) 793-0446 – Office  
(334) 678-0901 – Facsimile

**INTEROFFICE MEMORANDUM**

**TO:** Ms. Donna Nicholson, Court Administrator  
**FROM:** Rose Evans-Gordon, Municipal Court Judge  
Judicial Department  
**DATE:** October 29, 2001  
**SUBJ:** Timeliness in forwarding Court Motions

Although the enclosed motion is stamped received on October 16, 2001, and there is a note dated October 18, 2001 from Mary Beth attached to the motion, I never saw the motion until today, October 25, 2001 (9 days after it was received) when it was taken out of the interoffice mail envelope. Please ensure that motions are forwarded in a timely manner so that I can rule on them prior to the date of trial. This will also avoid an alias warrant being issued on the day of Court and then having to be set aside later.

**JUDICIAL DEPARTMENT**

City of Dothan

(334) 793-0446 – Office

(334) 678-0901 – Facsimile

**INTEROFFICE MEMORANDUM**

**TO:** Ms. Donna Nicholson, Court Administrator  
**FROM:** Rose Evans-Gordon, Municipal Court Judge  
Judicial Department  
**DATE:** November 19, 2001  
**SUBJ:** Failure to Recall Warrant

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A handwritten signature in cursive script, appearing to read "R. Evans-Gordon", is written over the typed name.

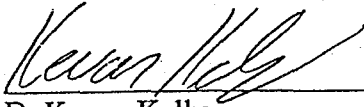
Please investigate fully the allegations made in the attached memorandum from Mr. Kevan Kelly, Assistant City Attorney dated November 15, 2001 and advise me of your findings and the actions you have taken as soon as possible.

**MEMORANDUM**

**TO** : Shelton Smith, City Manager  
**FROM** : Kevan Kelly, Assistant City Attorney  
**RE:** : Claim of Jonas Johnson  
**DATE** : November 15, 2001

On August 2, 2001, Mr. Johnson missed his municipal court date and an alias warrant was issued for his arrest. On August 16, 2001, Mr. Johnson appeared in court on two other matters and the judge questioned him about his failure to appear on August 2, 2001. Mr. Johnson showed Judge Gordon his court date scheduling card issued by the court and stated he couldn't read the date on the card. Judge Gordon gave Mr. Johnson the benefit of the doubt and ordered that the warrant for his failure to appear on August 2, 2001, be recalled, which is reflected on the case action summary. On September 6, 2001, Mr. Johnson was arrested on the warrant that the judge had ordered recalled. Mr. Johnson has claimed false arrest and is requesting we reimburse him for the towing fee of his car. The total is \$115.00.

Based on the fact that the Judge ordered the warrant recalled, and Mr. Johnson was arrested on this warrant, I would recommend the claim be paid.

  
D. Kevan Kelly  
Assistant City Attorney

Approved:

\_\_\_\_\_  
W. Shelton Smith  
City Manager

## Dothan Police Department

### M E M O R A N D U M

**FROM** : Police Chief John C. White

**TO** : City Manager Shelton Smith

**DATE** : November 19, 2001

**SUBJECT** : *CLAIM OF JONAS JOHNSON*



A complete investigative report was sent to City Attorney Len White concerning this matter on November 13, 2001 (see attached). Upon review of the facts, it was determined that a City Magistrate failed to remove the warrant on Mr. Johnson from the system, therefore resulting in his arrest. Any further questions will need to be addressed to Judge Rose Gordon or Supervisor Donna Nicholson.

JCW/sl

cc: Judge Gordon

# Dothan Police Department

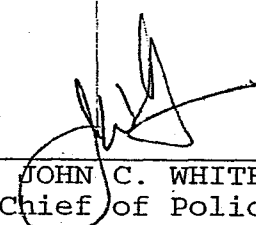
## M E M O R A N D U M

**FROM :** Police Chief John C. White  
**TO :** City Attorney Len White  
**DATE :** November 13, 2001  
**SUBJECT :** *DAMAGE CLAIM OF JONAS JOHNSON*



Attached is an investigative report concerning the Damage Claim of Jonas Johnson.

If you need any further information or have any questions concerning this matter, please do not hesitate to contact me.

  
\_\_\_\_\_  
JOHN C. WHITE  
Chief of Police

sl

# Dothan Police Department

## M E M O R A N D U M

**FROM :** Sergeant Gary S. Coleman  
**TO :** Chief John C. White  
**DATE :** October 31, 2001  
**SUBJECT :** Damage Claim – Jonas Johnson



Sir,

I received a damage claim from Captain Nicholas Monday forwarded from Assistant City Attorney, Kevan Kelly, in regards to the reimbursement of \$115.00 to Jonas Johnson. Mr. Johnson claims that on 09/06/2001 he was arrested by the Dothan Police Department in error on an alias warrant and requests that the tow fee (\$115.00) that he paid to Eagle Towing be returned to him. The details of the incident are as follows:

On 12/30/2000 Mr. Johnson was arrested by Officer Jason Youngblood for Possession of Marijuana 2<sup>nd</sup> Degree. Johnson made a \$500.00 bond with the assistance of A-Advantage Bonding Company and given an arraignment of 05/07/2001. Johnson pled not guilty at his 05/07/2001 hearing and is given a trial date of 08/02/2001.

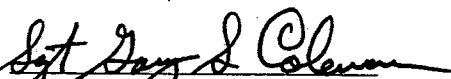
On 06/27/2001 two alias warrants in regards to two earlier cases of Criminal Trespass were issued. With two active warrants in place, Mr. Johnson fails to appear for his 08/02/2001 trial date and a third alias warrant is issued by Judge Gordon. On 08/16/2001 Mr. Johnson was arrested by Officer Michael McCall and brought before Judge Gordon on the two alias warrants and attempt to locate the third alias warrant in the docket room was unsuccessful. When Judge Gordon asked Mr. Johnson why he failed to show up for his 08/02/2001 trial date, he produced a court date scheduling card issued by the court and said the card was not written well enough for him to understand. At this time, Judge Gordon looked at the card and set aside the alias warrant in regards to the Possession of Marijuana 2<sup>nd</sup> Degree case. Judge Gordon reflected this in the case action summary. Normally the magistrate working the courtroom (Mary Turner) would issue a recall on the warrant and remove it from the computer, but this was not done.

Page 1 of 2

Jonas Johnson  
November 5, 2001  
Page 2 of 2

On 09/06/2001 Officer Chad Kinney stopped Mr. Johnson in the 2500 block of Flynn Road at 1:32 in the morning and a warrant check revealed the active alias warrant that was not pulled from the system. Kinney confirmed and the hard copy was found in the docket room. Johnson was arrested and his vehicle towed by Eagle Towing Company.

Upon review of the facts above, the magistrate (Mary Turner) failed to remove the warrant from the system and Officer Chad Kinney, acting in good faith, arrested Johnson on what he thought was a valid warrant.

  
Sergeant Gary S. Coleman  
Internal Affairs Division

GSC/pd

*nmw*

*Internal 9-10-01***MEMORANDUM****TO** : John White, Police Chief**FROM** : Kevan Kelly, Assistant City Attorney *K/K***DATE** : September 6, 2001**RE** : Damage Claim of Jonas Johnson

Attached is a damage claim wherein the claimant, Jonas Johnson, alleges that on September 6, 2001, he was falsely arrested and his car towed away.

Claimant attaches a bill from Eagle Towing and Recovery in the sum of \$115.00 and requests this sum back.

Please investigate this claim and submit your findings and recommendation to me.

This request is made in anticipation of litigation.

DKK/lj

cc: Larry Muench

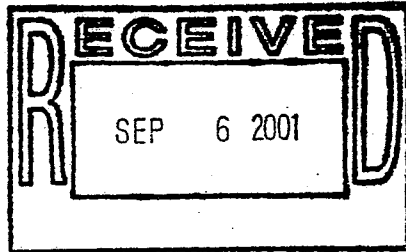


# Interoffice Memo

DATE: Sept. 6, 2001  
TO: City Attorney Len White  
FROM: City Clerk Delma Lee *DL/WJ*  
RE: DAMAGE CLAIM – Jonas Johnson

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Please process the above claim.



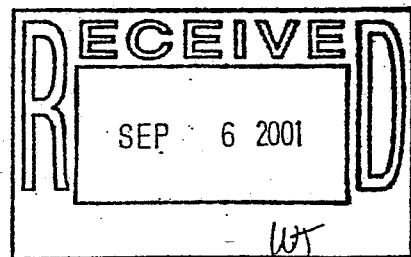
I Jones Johnson was riding  
after work, and was pulled over,  
and went to jail. The officer  
later found out that they made  
a false arrest. In which my car  
was towed away which I had to  
pay \$115.00 I would like a full  
claim back

Thank you

Jones Johnson

(334) 5702-1977

work (334) 673-800



Driver 2 Eagle # 6 Invoice # 16109



# **EAGLE TOWING AND RECOVERY**

24 hours - 7 days a week

P.O. Box 8273 • Dothan, AL 36304 • Towing (334) 702-9574

Date 9/6/01

Driver's Name \_\_\_\_\_ Call Back # \_\_\_\_\_

Location 2500 Elwood Rd

Problem W/Vehicle DRIVEN AWAY Tow To YDI

Company DPD Bill To Owner

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ Phone \_\_\_\_\_ P.O. # \_\_\_\_\_ Unit # \_\_\_\_\_

Year 97 Make Dodge Model W02ZT Color Red

Vin # 1B3BMS671H000000000 License # 34CP817 State AL

	Start	Finish	Rate	Total
Local/Hookup Fee			@	
Police Tow/Accident			@	45.00
Mileage			@	
Trailer Addl.			@	
Swapout Addl.			@	
Recovery Fee			@	
Addl. Persons			@	
Cleanup Roadway			@	
Standby Time			@	
Additional Equipment			@	
Cushion Recovery			@	
Storage Fee	9-6-01 to 9-6-01		@ 0.00 per day	10.00
Repos			@	
Abandoned Vehicle			@	
Lockout			@	
Service Call			@	
Pull Drive Shaft			@	
Odometer			@	

Tarp Fee \_\_\_\_\_

Wknd/Night Addl. \_\_\_\_\_

Paid Out \_\_\_\_\_

Admin. Fee \_\_\_\_\_

Dolly Charge \_\_\_\_\_

Subtotal \_\_\_\_\_

Discount \_\_\_\_\_

Total 115.00

## **PAY THIS AMOUNT**

Accepted By [Signature]

Financial Service Charge of 1 1/2% per month will be charged to all accounts over 30 days past due. This transaction constitutes the entire agreement between buyer and seller and the signature of the buyer, his agent, servant, or employee is acknowledgment of same. Buyer agrees to pay all costs of collection, including a reasonable attorney's fee, and waives all rights of exemption under the Constitution and laws of the state of Alabama and any state of the Union. Buyer also agrees that vehicle was checked for any towing or recovery damage by same and has determined the vehicle and contents to be accounted for and in satisfactory condition.

DOTHAN/Martin & Brackin 5371

CONFIDENTIAL Subject to  
Protective Order

**VEHICLE CONDITION  
ACKNOWLEDGMENT**

LEFT SIDE



RIGHT SIDE



FRONT

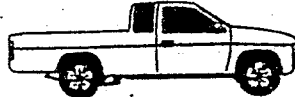


BACK

LEFT SIDE



RIGHT SIDE



FRONT



BACK

**PICK-UP**

The undersigned acknowledges receipt of this vehicle by Eagle Towing & Recovery free of dents, scratches or other damage (subject to markings made above), prior to servicing this vehicle.

\_\_\_\_\_  
Owner / Driver Signature\_\_\_\_\_  
Eagle Towing & Recovery Driver**DELIVERY**

The undersigned acknowledges receipt of this vehicle, free of dents, scratches, or other damage (subject to markings previously made above), and release Eagle Towing & Recovery, its agents, owners and employees, as well as all parties responsible for the dispatch of this service provider, from any claims relating to the delivery of this vehicle.

\_\_\_\_\_  
Owner / Driver Signature\_\_\_\_\_  
Dealer / Service Facility Signature (if applicable)**WAIVER OF LIABILITY**

I hereby release Eagle Towing & Recovery from any liability for any damages or potential damage to my vehicle / equipment, surrounding personnel, and/or property. I understand that by requiring Eagle's personnel to act on my instructions that I am accepting responsibility for any damages or liability resulting from such action. I am also accepting responsibility for any additional charges incurred by such action.

\_\_\_\_\_  
Owner / Driver Signature\_\_\_\_\_  
Eagle Towing & Recovery Driver

Page

On View Arrest: Y

DATE	DESCRIPTION OF COURT ACTION

Alias Warrant of Arrest Issued for Failure to Appear Arrol. 4749  
Bond Set at \$ 4 11/20/01  
Municipal Judge

OFFENSE REPORT NUMBER: <u>00-010783</u>	DOMESTIC VIOLENCE: <u>NO</u> YES
ARREST NUMBER: <u>00-006201</u>	DRUG/ALCOHOL RELATED: <u>YES</u>
	JAIL RECORD NUMBER:

State Of Alabama  
Unified Judicial System  
Form C-63 Rev 11/92

## COMPLAINT

(Misdemeanor or Violations-Municipal Court)

WARRANT NUMBER

CASE NUMBER

MC00-3464

IN THE MUNICIPAL COURT OF DOTHAN, ALABAMA

MUNICIPALITY OF DOTHAN, ALABAMA V. JONAS DEFAZZIO JOHNSON DEFENDANT

Before me, the undersigned authority, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that he/she has probable cause for believing, and does believe, that, JONAS DEFAZZIO JOHNSON Defendant,

whose name is otherwise unknown to the complainant, did, prior to the commencement of this action commit the offense of POSSESSION OF MARIJUANA 2<sup>nd</sup> DEGREE within the County of HOUSTON/DALE (Circle one), the City of Dothan, Alabama or in the police jurisdiction thereof, in that he she did on or about 12-30, 2000 have in his her possession Marijuana, a controlled substance, for his her personal use, contrary to law, to wit: THE FLOORBOARD OF HIS VEHICLE UNDER THE DRIVERS SEAT.

in violation of 62-1 City of Dothan Code of Ordinances 1998, which embraces Section 13A-12-214 Code of Alabama 1975, previously adopted, effective and in force at the time the offense was committed.

Other: Class A Misdemeanor

Sworn to and Subscribed before me this

31<sup>st</sup> day of Dec, 2000

Donna Nichols  
Judge/Magistrate/Warrant Clerk

Officer/Complainant's Signature

JASON YOUNGBLOOD 492  
Officer/Complainant's Name (print) ID NUMBER

Dothan Police Department

210 N. St Andrews St. Dothan, AL 36303

Complainant's Address

Telephone: 334-793-0100

### WITNESS INFORMATION

Include home and place of employment

NAME

ADDRESS/EMPLOYER

TELEPHONE

419

DOTHAN/Martin &amp; Brackin 5374

CONFIDENTIAL Subject to  
Protective Order

For additional Witnesses, please complete Witness Subpoena Request Form.

City of Dothan Municipal Court  
Waiver of Counsel

MUNICIPALITY OF DOTHAN  
V.

Case No. MC 00-3464

JONAS DEFAZIO JOHNSON

Charge: Possession of Marijuana  
2nd Degree

I, JONAS DEFAZIO JOHNSON, defendant in the above styled case, having been charged with the offense of Possession of Marijuana 2nd Degree, in violation of City of Dothan Ordinance 62-1 which adopts section number 13A-12-214, Code of Alabama, 1975, and having been informed of my RIGHT TO THE ASSISTANCE OF COUNSEL and advised that if I cannot afford counsel and I qualify for such representation, the Court will appoint counsel, DO HEREBY KNOWINGLY, INTELLIGENTLY, AND OF MY OWN FREE WILL FOREGO AND WAIVE MY RIGHT TO THE ASSISTANCE OF COUNSEL. I have been advised of the penalties that may be imposed upon conviction for this offense. I understand that I may withdraw this waiver upon due notice to the Court at any time, but that I will not be entitled to repeat any proceeding held or waived solely on the grounds of a subsequent appointment or retention of counsel. I have also been informed and understand that by waiving my right to counsel that I am not hereby waiving any of my other constitutional rights.

5-7-01  
Date

[Signature]  
Signature of Defendant

Address: 718 FLORIDA AVE.  
DOTHAN, AL 36303

**JUDICIAL ORDER**

[ ] It appearing that the foregoing Waiver of Counsel is made by Defendant knowingly, intelligently, and voluntarily it is ORDERED that it be and the same is hereby ACCEPTED, subject to further ORDER of the Court.

[ ] It appearing that the purported Waiver of Counsel made by the Defendant, is NOT made knowingly, intelligently, and voluntarily, the waiver is hereby DENIED, and,

\_\_\_\_\_ The case is continued to (Date) \_\_\_\_\_, to afford Defendant time to retain counsel.

\_\_\_\_\_ The Order Appointing Counsel heretofore entered in this cause remains in full force and effect.

08.07.01  
Date

[Signature]  
Municipal Judge

*Sh H*  
SCHEDULED COURT DATES

Your case is scheduled for 8.02.01 at 1.00 P.M. *pay/per*  
in the City of Dothan Municipal Court for the following reason(s):

- ☐ Trial or ☐ Arraignment or ☐ Post Judgement Hearing or ☐ Plea or  
☐ Restitution Hearing or ☐ Probation Revocation Hearing or  
☐ Other \_\_\_\_\_

☐ Special Instructions ( if any) \_\_\_\_\_

*ETA - June 27  
Aug 2nd P.M. B*

Courtroom Address: City of Dothan Municipal Court  
210 North Saint Andrews Street  
Dothan, AL 36303-4898  
Court Telephone Number: (334) 793-0284

Mailing Address  
P.O. Box 2128  
Dothan, AL 36302

*707-650*



P.O.M. ~~L.~~

SE ACTION SUMMARY C

*James G. Johnson*

ORDERS OF T

Case No.

MC B 3464

DATE	ORDERS OF THE COURT
08.16.01	<p>Mr. Hoffman to be set aside  due to possibility that  date was not written  well and may have been  confusing. Said  the objection from city.  per Sgt Nixon - docket did not have  this A.W.</p>
9/19/01	AA

## CASE ACTION SUMMARY CONTINUATION

City of Dothan V. Jonas DeFazio JOHNSON

Case No. MC - 00 - 3464  
PM2

DATE	ORDERS OF THE COURT
	MCCO-3464.002
9.6.01	Arrested on AW01-4749 0101-4364 A 89628
9.6.01	PA
	allow defendant to sign own bond based on discrepancy in defendant being arrested
9-19-01	AA, VG, Trial 12-19-01, 11:00 AM. <del>XX</del>

CASECONT.001 07-30-96 gsk

**DOTHAN/Martin & Brackin 5378**  
**CONFIDENTIAL** Subject to  
**Protective Order**

STATE OF ALABAMA UNIFIED JUDICIAL SYSTEM
HOUSTON COUNTY ALABAMA
IN THE MUNICIPAL COURT OF DOTHAN, ALABAMA

84628  
ALIAS

01-004324

## WARRANT OF ARREST

ALIAS WARRANT NUMBER			
AW	01	004743	
CASE NUMBER			
I.D.	YEAR	NUMBER	
MC	00	003464 00	
CASE NUMBER			
0100006201			

2  
FF

TO ANY LAWFUL OFFICER OF THE STATE OF ALABAMA:

JONAS DEFAZIO JOHNSON, having been arrested and/or cited for the offense of POSSESSION OF MARIJUANA and released on bail or own recognizance to appear in the Municipal Court of the City of Dothan, Alabama, on the 02 day of AUGUST, 2001, to answer to the said charge, and having failed to appear in said court on said day; you are therefore, commanded forthwith to arrest said defendant, JONAS DEFAZIO JOHNSON and commit to jail unless he or she gives sufficient bail, to appear in said court on said charge, and make return of this alias warrant according to law.

The defendant may be released on bail upon his or her entering bond in the amount of 750.00 dollars, with at least two good sureties approved by an authorized officer or by depositing cash or negotiable bonds of the U.S. or the State of Alabama in the above amount with the court clerk.

WITNESS MY HAND THIS 03 DAY OF AUGUST, 2001

Donna Nicholson  
JUDGE/MAGISTRATE

## DEFENDANT IDENTIFICATION

NAME JONAS DEFAZIO JOHNSON S.S.# [REDACTED]  
D.O.B. [REDACTED] RACE B SEX M AGE 21 HGT 6'04" WGT 205 HR BLK EYES BRN  
L.K.A. 718 FLORIDA AVE DOTHAN AL  
EMPLOYER JOB CORP  
EMPLOYER ADDR  
C AL 6566211  
OTHER  
VEHICLE TYPE GASDEN TAG NO. AL

## ARREST INFORMATION

CITY OF DOTHAN

v.

JONAS DEFAZIO JOHNSON

## CERTIFICATE OF EXECUTION

I have executed this warrant by arresting the within named defendant JONAS JOHNSON

on this date, 9-6, 2001, at 150 o'clock ☒ A.M. ☐ P.M. and☒ Committing to jail ☐ Admitting to jail

Remarks:

OFFICER'S SIGNATURE

OFFICER'S I.D.

DOTHAN/Martin & Brackin 5379  
CONFIDENTIAL Subject to  
Protective Order

PD Arrest # 01-001364Doc. # 89628Warrant # AWA01-4749State of Alabama  
Unified Judicial System**APPEARANCE BOND**

Case Number

MCCO-3464IN THE MUNICIPAL COURT OF DOTHAN, ALABAMA  
MUNICIPALITY OF DOTHAN, ALABAMAV. JONES D. JOHNSON, DefendantI, ONE SIGN AREA BOND (Defendant), as principal,  
and I (we) \_\_\_\_\_ as surety(ies),agree to pay the City of Dothan the sum of \$ 750 and all cost incurred unless I, we, she, or they, before the above-named court of the  
above-named municipality on 9-19-01 (date - am/pm) and from day to day of each  
session thereafter until defendant is discharged by law to answer to the charge of An

or any other charge as authorized by the law.

If the trial is moved to another municipality, this undertaking is for the appearance of the defendant from day to day of each session of the court to which the  
defendant is removed until discharged by law.We hereby jointly and severally certify that we have property valued over and above all debts and liabilities that has a fair market value equal to or greater than the  
amount of the above bond, and we, and each of us, waive the benefit of all laws exempting property from levy and sale under execution or other process for the collection of debt  
by the Constitution and Laws of the State of Alabama, and we especially waive our rights to claim exempt our wages and salary, that we have under the laws of Alabama and our  
rights to homestead exemptions that we have under the Constitution of Alabama and the laws of the State of Alabama, as set out in a separate writing.As (a) Surety (ies) I/we understand that, in cases where the maximum sentence does not exceed 10 years and where the court desires to continue the case for a  
probation hearing, my/our obligation as (a) Surety(ies) continue beyond the finding of a guilty verdict by a jury or a judge, until the court determines that probation be denied or  
granted. Also, I/we understand that my/our obligation as (a) Surety(ies) may continue beyond the rendering of a verdict, in cases in which the maximum sentence by law does not  
exceed 10 years and the court has imposed a sentence, so long as there is an agreement on the docket or case action summary sheet to which my/our names are executed.

Signed and sealed this date with notice that false statements are punishable as perjury.

Signature of Defendant <u>Jones D. Johnson</u>		Telephone (LS) <u>702-1977</u>	
Address <u>718 Florida Ave</u>		City/State <u>Dothan AL</u>	Zip <u>36505</u>
Signature of Surety/Agent of Professional Surety or Bail Company (LS) <u>[Signature]</u>		Signature of Surety/Agent of Professional Surety or Bail Company (LS) <u>[Signature]</u>	
Social Security Number (Except for Agents)	Phone #	Social Security Number (Except for Agents)	Phone #
Address (Print)	City/State	Address (Print)	City/State
Zip		Zip	
Signature of Surety/Agent of Professional Surety or Bail Company (LS) <u>[Signature]</u>		Signature of Surety/Agent of Professional Surety or Bail Company (LS) <u>[Signature]</u>	
Social Security Number (Except for Agents)	Phone #	Social Security Number (Except for Agents)	Phone #
Address (Print)	City/State	Address (Print)	City/State
Zip		Zip	

DOTHAN/Martin &amp; Brackin 5380

CONFIDENTIAL Subject to  
Protective Order9/6/01  
Date[Signature]  
Approved by: Judge/Magistrate/Jail Security Sergeant**Defendant's Information**

Date of Birth <u>5/27/80</u>	Sex <u>M</u>	Employer <u>None</u>
Social Security Number <u>419-08-7272</u>	Race <u>B</u>	Employer's Address <u>—</u>
Driver's License Number <u>6566211</u>	State <u>AL</u>	Employer's Telephone Number <u>—</u>

☐ Property Bond☐ Professional Security Bond☐ Cash Bond

Court Record: White Copy

Defendant: Yellow Copy

Surety: Pink Copy

PD Arrest #

00-6201

Rec. #

81485

Warrant #

State of Alabama  
Unified Judicial System**APPEARANCE BOND**

Case Number

MC 06-3464

IN THE MUNICIPAL COURT OF DOTHAN, ALABAMA

MUNICIPALITY OF DOTHAN, ALABAMA

v. JONAS Defazio Johnson

, Defendant

I, Jonas Defazio Johnson (Defendant), as principal,and I (we) Advantage bonding as surety(ies),agree to pay the City of Dothan the sum of \$ 500 and all cost incurred unless I/he/she appear(s) before the above-named court of the above-named municipality on 5-07-01 (date) at 9 AM (time - am/pm) and from day to day of each session thereafter until defendant is discharged by law to answer to the charge of POW 2nd

or any other charge as authorized by the law.

If the trial is moved to another municipality, this undertaking is for the appearance of the defendant from day to day of each session of the court to which the defendant is removed until discharged by law.

We hereby jointly and severally certify that we have property valued over and above all debts and liabilities that has a fair market value equal to or greater than the amount of the above bond, and we, and each of us, waive the benefit of all laws exempting property from levy and sale under execution or other process for the collection of debt by the Constitution and Laws of the State of Alabama, and we especially waive our rights to claim exempt our wages and salary, that we have under the laws of Alabama and our rights to homestead exemptions that we have under the Constitution of Alabama and the laws of the State of Alabama, as set out in a separate writing.

As (a) Surety (ies) I/we understand that, in cases where the maximum sentence does not exceed 10 years and where the court desires to continue the case for a probation hearing, my/our obligation as (a) Surety(ies) continue beyond the finding of a guilty verdict by a jury or a judge, until the court determines that probation be denied or granted. Also, I/we understand that my/our obligation as (a) Surety(ies) may continue beyond the rendering of a verdict, in cases in which the maximum sentence by law does not exceed 10 years and the court has imposed a sentence, so long as there is an agreement on the docket or case action summary sheet to which my/our names are executed.

Signed and sealed this date with notice that false statements are punishable as perjury.

Signature of Defendant <u>Jonas Defazio Johnson</u>		Telephone <u>702-1977</u> (LS)	
Address <u>718 Florida Ave</u>		City/State <u>Dothan AL</u>	Zip <u>36505</u>
Signature of Surety/Agent of Professional Surety or Bail Company <u>Advantage Bonding</u> (LS)		Signature of Surety/Agent of Professional Surety or Bail Company <u>Advantage Bonding</u> (LS)	
Social Security Number (Except for Agents) <u>123456789</u>	Phone # <u>1234567</u>	Social Security Number (Except for Agents)	Phone #
Address (Print) <u>10812 Hwy 202</u>	City/State <u>Dothan AL</u>	Zip <u>36505</u>	
Signature of Surety/Agent of Professional Surety or Bail Company <u>Advantage Bonding</u> (LS)		Signature of Surety/Agent of Professional Surety or Bail Company <u>Advantage Bonding</u> (LS)	
Social Security Number (Except for Agents)	Phone #	Social Security Number (Except for Agents)	Phone #
Address (Print)	City/State	Zip	

12/30/10

Date

M. Montgomery  
Approved by: Judge/Magistrate/Jail Security Sergeant**Defendant's Information**

Date of Birth <u>5/20/78</u>	Sex <u>M</u>	Employer <b>DOTHAN/Martin &amp; Brackin 5381</b>
Social Security Number <u>419-08-7272</u>	Race <u>B</u>	Employer's Address <b>CONFIDENTIAL Subject to Protective Order</b>
Driver's License Number <u>6566211</u>	State <u>AL</u>	Employer's Telephone Number

☐ Property Bond☐ Professional Security Bond☐ Cash Bond

Court Record: White Copy

Defendant: Yellow Copy

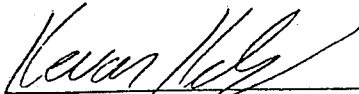
Surety: Pink Copy

**MEMORANDUM**

**TO** : Shelton Smith, City Manager  
**FROM** : Kevan Kelly, Assistant City Attorney  
**RE:** : Claim of Jonas Johnson  
**DATE** : November 15, 2001

On August 2, 2001, Mr. Johnson missed his municipal court date and an alias warrant was issued for his arrest. On August 16, 2001, Mr. Johnson appeared in court on two other matters and the judge questioned him about his failure to appear on August 2, 2001. Mr. Johnson showed Judge Gordon his court date scheduling card issued by the court and stated he couldn't read the date on the card. Judge Gordon gave Mr. Johnson the benefit of the doubt and ordered that the warrant for his failure to appear on August 2, 2001, be recalled, which is reflected on the case action summary. On September 6, 2001, Mr. Johnson was arrested on the warrant that the judge had ordered recalled. Mr. Johnson has claimed false arrest and is requesting we reimburse him for the towing fee of his car. The total is \$115.00.

Based on the fact that the Judge ordered the warrant recalled, and Mr. Johnson was arrested on this warrant, I would recommend the claim be paid.

  
\_\_\_\_\_  
D. Kevan Kelly  
Assistant City Attorney

Approved:

\_\_\_\_\_  
W. Shelton Smith  
City Manager



Driver Z Eagle # 6 Invoice # 16109



# **EAGLE TOWING AND RECOVERY**

24 hours - 7 days a week

P.O. Box 8273 • Dothan, AL 36304 • Towing (334) 702-9574

Date 9/6/01

Driver's Name \_\_\_\_\_ Call Back # \_\_\_\_\_

Location 2500 Elwood Rd

Problem W/Vehicle DRIVER ARREST Tow To YDI

Company DPD Bill To Owner

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ Phone \_\_\_\_\_ P.O. # \_\_\_\_\_ Unit # \_\_\_\_\_

Year 97 Make Dodge Model W02-20 Color Red

Vin # 1P3B016711D01014 License # 34C-817 State AL

	Start	Finish	Rate	Total
Local/Hookup Fee			@	
Police Tow/Accident			@	45.00
Mileage			@	
Trailer Addl.			@	
Swapout Addl.			@	
Recovery Fee			@	
Addl. Persons			@	
Cleanup Roadway			@	
Standby Time			@	
Additional Equipment			@	
Cushion Recovery			@	
Storage Fee	9-6-01 to 9-6-01		@10.00 per day	10.00
Repos			@	
Abandoned Vehicle			@	
Lockout			@	
Service Call			@	
Pull Drive Shaft			@	
Odometer			@	

Tarp Fee \_\_\_\_\_  
Wknd/Night Addl. 10.00

Paid Out \_\_\_\_\_

Admin. Fee \_\_\_\_\_

Dolly Charge \_\_\_\_\_

Subtotal \_\_\_\_\_

Discount 115.00

Total \_\_\_\_\_

**PAY THIS AMOUNT**

Accepted By [Signature]

Financial Service Charge of 1 1/2% per month will be charged to all accounts over 30 days past due. This transaction constitutes the entire agreement between buyer and seller and the signature of the buyer, his agent, servant, or employee is acknowledgment of same. Buyer agrees to pay all costs of collection, including a reasonable attorney's fee, and waives all rights of exemption under the Constitution and laws of the state of Alabama and any state of the Union. Buyer also agrees that vehicle was checked for any towing or recovery damage by same and has determined the vehicle and contents to be accounted for and in satisfactory condition.

DOTHAN/Martin & Brackin 5383

CONFIDENTIAL Subject to  
Protective Order

**JUDICIAL DEPARTMENT**

City of Dothan

(334) 615-4142 - Office

(334) 615-4149 - Facsimile

**INTEROFFICE MEMORANDUM**

TO: Mr. Elston Jones, EEO  
FROM: Rose Evans-Gordon,  
Municipal Court Judge  
DATE: February 4, 2004  
SUBJ: Magistrate Selection

*URY E. Jones 2/6/04*

In accordance with personnel policy, please consider this a formal request that Ms. Tonya Denise Minnifield be employed as Magistrate for the City of Dothan. Interviews were conducted for this position by Judge Gordon with the following candidates, with the exception of Ms. Cobb who indicated that she was no longer interested in the position and Ms. Reardon who was not available for the interview:

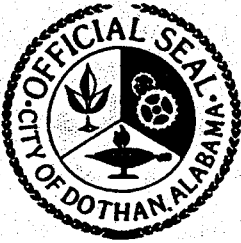
1. Cheryl L. Cobb
2. Tonya D. Minnifield
3. Lilla E. Reardon
4. Brandy N. Cooper
5. Jena T. Dierberger
6. Marsha D. Dollar
7. Yolanda Everett
8. Annie C. Harris
9. Wendy L. Waid
10. Cynthia G. Campbell
11. Belinda J. Robinson

Ms. Minnifield was selected primarily due to her experience and certification as a Magistrate, as well as her up-beat, can-do attitude. While all of the candidates were in some way qualified for the position in question, Ms. Minnifield possessed the qualities and experience which best met the needs of the department. As previously stated, Ms. Cobb is no longer interested in the position. Neither Ms. Robinson, Ms. Dollar, Ms. Deirberger, Ms. Waid, Ms. Cooper, Ms. Campbell, Ms. Everett, or Ms. Harris is certified as a Magistrate nor has any direct experience as such. After several messages were left for Ms. Reardon both on her answering machine and with her husband we were unable to schedule an interview with her until after the interview process was completed. We would like to keep her on the register for future openings, however. Should you require any further information to help facilitate this process, please contact me directly.

*Note Minnifield selection  
Remove Cobb + Reardon*

*2/6/04*



**JUDICIAL DEPARTMENT**

City of Dothan

(334) 615-4142 – Office

(334) 615-4149 – Facsimile

**INTEROFFICE MEMORANDUM**

**TO: Mr. Jerry Corbin, Interim City Manager**  
**FROM: Rose Evans-Gordon,**  
**Municipal Court Judge**  
**DATE: April 30, 2004**  
**SUBJ: HTE Issues**

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The travails that we at Municipal Court have experienced with the HTE computer software package since November of 2003, and indeed continue to experience, are becoming increasingly vexing as there seems no end in sight. Ms. Martin, our Court Administrator, met with you, Ms. Valerie Harris and Mr. Tim Stewart some weeks ago to discuss the ongoing problems with this system. Ms. Martin gained the impression during that meeting that HTE would immediately be asked to provide manuals for Judicial Department personnel, that the number of screens required to enter a case would be drastically reduced and that numerous errors in the program would be corrected at once. No manuals have been forthcoming (we have never been provided with even one manual for the new system), the number of screens is the same as on the date of the meeting and to my knowledge not a single problem has been corrected.

Since the above referenced meeting, Judicial Department personnel have spent countless hours working with Mr. Greg Dean of IT attempting to prepare the Department of Public Safety report for submission to the State of Alabama. The report that these employees have been toiling to complete covers the period from **November of 2003** to the present. This report is **still** not completed.

We are still struggling with the hydra-headed serpent presented by this computer system on several other fronts, as well. The thorny problems we continue to battle include, but are by no means limited to, horrible cash bond errors, the inclusion of bonding companies defunct for some time as viable entities, receipts for payment printing in the **wrong amount**, and a single social security number being assigned to several different people. Any one of these problems would be nightmarish by itself, but to have all of these and more added to the already overwhelming amount of work our department faces is proving disastrous. Ms. Valerie Harris has proven invaluable during this debacle and can provide many more examples of the problems we are facing as can Ms. Debbie ShROUT of the Finance Department.

Mr. Corbin, I appeal to you for any assistance you can render to our besieged department.

TO: Jerry Corbin, Acting City Manager  
Tim Stewart, IT  
FROM: Judge Gordon, Presiding Judge City of Dothan Municipal Court  
DATE: May 5, 2004  
RE: THE computer system

Given the myriad of problems we discussed today that still exists with the implementation of the THE computer software package and the fact that the problems appear to be increasing rather than decreasing, it is my recommendation that we at least start considering other software options and meet with the City Attorney's office to explore any legal redress we may have in this situation. Both the number and complexity of the implementation problems we have experienced clearly support the proposition that we may have purchased a defective product. As we have discussed on many occasions, we have had significant problems with both the court system software and the accounting software since its inception. Although some of the problems have been fixed, just as many appear to have taken their place. In addition to those problems listed in my memorandum to you dated January 15, 2004 regarding continuing THE difficulties (attachment 1), both Valarie Harris and Nancy Martin have documented others that are just as troubling. (Attachment 2) Additionally, as I stated in my memorandum to you dated April 30, 2004, (attachment 3) anyone of the problems that were related to you today would be nightmarish (i.e. different information being generated than that which was put into the system, different balances for the same case, bonds attaching in amounts that have no basis, etc. together and combined with our daily tasks, they are devastating.

This recommendation is made based on the following:

The glaring problems with the integrity of the system;

The complexity of the problems involved with no apparent resolution in sight, i.e., the mysterious figures that Valarie Harris has found that appear to have no basis for being attached to that case;

The fact that in any one given case, the computer system can show two different balances due;

The fact that it is unduly burden and cumbersome to manipulate involving numerous screens.

The continuing problems that accounting is having with the cash bond accounts which have required an unreasonable amount of time and work hours on a daily basis;

The apparent inability of THE to provide a manual, an experienced trainer, a trainer program that works;

## **Information Technology Request for User Access**

[illegible]

**JUDICIAL DEPARTMENT**

City of Dothan

(334) 615-4142 – Office

(334) 615-4149 – Facsimile

**INTEROFFICE MEMORANDUM**

**TO:** Judicial Department Personnel  
**FROM:** Rose Evans-Gordon,  
Municipal Court Judge  
**DATE:** April 20, 2004  
**SUBJ:** Incidents of Discriminatory Nature

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It is of utmost concern to me as your department head that each of you feel perfectly free to express any concerns that you may have regarding any type of discriminatory behavior within our department, whether gender, racial, age or religious in nature. Please utilize the attached form to outline any concerns that you may have regarding this type of behavior from anyone in this department, so that a full investigation can be conducted. It is of paramount importance that we as a department comply with all EEOC standards in this matter. Please know that any concern you may feel will be treated with discretion and sensitivity.



DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Complaint logged by: \_\_\_\_\_

Name: \_\_\_\_\_

**NATURE OF COMPLAINT:** \_\_\_\_\_

## This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

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**SUPERVISOR/DEPARTMENT HEAD COMMENTS:** \_\_\_\_\_

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**ACTION TAKEN:** \_\_\_\_\_

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**DOTHAN/Martin & Brackin 5391**  
**CONFIDENTIAL Subject to**  
**Protective Order**

**JUDICIAL DEPARTMENT**

City of Dothan

(334) 615-4142 – Office

(334) 615-4149 – Facsimile

**INTEROFFICE MEMORANDUM**

**TO:** Magistrates' Office Personnel  
**CC:** Ms. Kai Davis, Director of Human Resources  
**FROM:** Rose Evans-Gordon, *RE*  
Municipal Court Judge  
**DATE:** October 9, 2003  
**SUBJ:** Acting Clerk of Court

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Until such time as the Municipal Court Administrator position is filled, Michelle Sellers is Acting Clerk of Court (see attached). All administrative and supervisory actions requiring approval will be coordinated through Michelle Sellers to me for approval. If you have any questions, please contact Michelle before taking any action.



Unified Judicial System

## OATH OF OFFICE FOR

MUNICIPAL COURT CLERK AND DISTRICT OR  
MUNICIPAL MAGISTRATE OR WARRANT CLERK

Form C-71

Rev. 7/01

Michelle Sellers

(print or type name of person receiving oath)

do solemnly swear (or affirm, as the case may be)

that I will support the Constitution of the United States and the Constitution of the State of Alabama, so long as I continue a citizen thereof, and that I will faithfully and honestly discharge the duties of the office of magistrate/warrant clerk upon which I am about to enter, to the best of my ability. So help me God.

Signature

Social Security Number

Home or Business Address

(including city, state, and zip code)

Home and/or Business Telephone Number

## CERTIFICATE OF OFFICER ADMINISTERING OATH

The oath of office was administered by me to the above-named court clerk/magistrate/warrant clerk, in compliance with Article XVI, §279, Constitution of Alabama of 1901.

Printed or Typed Name of Person Administering Oath

Signature of Person Administering Oath

Title

Date

## [Choose only one]

☐ District Court Magistrate for \_\_\_\_\_ County

or

District Court Warrant Clerk for \_\_\_\_\_ County

or

☐ District Court Magistrate for Juvenile Court Intake Office for \_\_\_\_\_ County☒ Municipal Court Clerk for Municipality of DOTHAN, ALABAMA

or

☐ Municipal Court Magistrate for Municipality of \_\_\_\_\_

Court Address: \_\_\_\_\_

Court Telephone Number: \_\_\_\_\_

## OATH FILING PROCEDURES

## District Court Magistrates and Warrant Clerks:

Pursuant to §36-4-4, Ala. Code 1975, these persons should file their oaths with the judge of probate of their respective counties. In addition, a copy of this oath of office should be filed with the UJS Magistrate Program of the Administrative Office of Courts, and, according to Rule 18 IV., Alabama Rules of Judicial Administration, a copy shall be filed in the office of the district court clerk.

## Municipal Court Clerks and Magistrates:

Pursuant to Rule 18 IV., Alabama Rules of Judicial Administration, and § 12-14-30(f), Ala. Code 1975, these persons should file their oaths in the "Office of the Secretary of State, with the Administrative Director of Courts" and with the clerk of the municipality," and, if their duties are limited to one county, they must also file with the judge of probate. See 36-4-4, Ala. Code 1975.

## Please check appropriate box(es):

☒ Person replaces Betty M King

(Printed or Typed Name of Person being Replaced)

☐ New position (if not a replacement)

son appointed also serves as a municipal court clerk.

\* Or the UJS Magistrate Program of the Administrative Office of Courts

TOTAL P.02

DOTHAN/Martin &amp; Brackin 5393

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